



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

US EPA RECORDS CENTER REGION 5



488544

NOV 20 2006

REPLY TO THE ATTENTION OF:

RE: Calumet Containers Superfund Site, Hammond, Indiana
Docket No. V-W-06-C-854
CERCLA Section 122(h)(1) Cashout Agreement

Dear Sir or Madam:

Please be advised that the public comment period for the above-referenced matter has closed. Comments received do not require modification or withdrawal by the United States from this Agreement. Accordingly, please find a fully executed and effective copy of the Agreement. As set forth in Section VI. of the Agreement, your settlement payment is due within 30 days of the date of this letter. For parties in Tier I and II, electronic fund transfer instructions are also attached.

If you have any questions, please contact Richard M. Murawski, Assistant Regional Counsel, at 312-886-6721. Thank you for your cooperation in this matter.

Sincerely,


Linda Nachowicz, Chief
Emergency Response Branch

Attachments

**U.S. ENVIRONMENTAL PROTECTION AGENCY
COLLECTION INFORMATION**

WIRE TRANSFERS

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York NY 10045

Field Tag 4200 of the Fedwire message should read " D 68010727 Environmental Protection Agency "

ACH

Automated Clearinghouse (ACH) for receiving US currency

PNC Bank

ABA = 051036706

Environmental Protection Agency

Account 310006

CTX Format

Transaction Code 22 - checking

808 17th St NW

Washington DC 20074

Contact = Jesse White 301-887-6548

CHECK PAYMENTS

Checks drawn on foreign banks with no USA branches no matter what the currency

Send directly to Cincinnati Finance

US EPA, MS-NWD

26 W ML King Drive

Cincinnati OH 45268-0001

US checks in US dollars sent by regular US postal service mail

U.S. Environmental Protection Agency

Box 371099M

Pittsburgh, PA 15251

Contact = Patricia McKaveney at 412-234-5805

For Fedex and other non-US Postal Service express mail the correct address is:

Mellon Client Service Center

ATTN: Shift Supervisor, Room 0690

Lockbox 371099M Account 9109125

500 Ross Street

Pittsburgh, PA 15262-0001

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND UNITED
STATES DEPARTMENT OF JUSTICE CERCLA SECTION 122(h)(1) CASHOUT
AGREEMENT**

**CALUMET CONTAINERS SUPERFUND SITE
3631 STATE LINE ROAD
HAMMOND, INDIANA**

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IN THE MATTER OF:

) AGREEMENT

)
) Calumet Containers Superfund Site
) Hammond, Lake County, Indiana
)

) U.S. EPA Region 5
) CERCLA Docket No.

V-W- '06-C-854

)
) Settling Parties: Listed in Appendix A
) Settling Federal Agency: United States
) Defense Logistics Agency
)

) PROCEEDING UNDER SECTION
) 122(h)(1) OF CERCLA
) 42 U.S.C. §9622(h)(1)
)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D. This Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Assistant Attorney General for the Environment and Natural Resources Division or his or her designee.

2. This Agreement is made and entered into by EPA and the parties listed in Appendix A and one Settling Federal Agency. Each Settling Party consents to and will not contest the authority of the United States, and the Settling Federal Agency consents to and will not contest the authority of EPA, to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Calumet Containers Superfund Site ("Site") located in Hammond, Indiana. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future. These additional response actions are necessary to clean up widespread soil contamination at the Site. Of primary concern, elevated levels of lead, cadmium, ethylbenzene and other metals and volatile organic compounds are present in the soils at the Site. Accordingly, an Action Memorandum dated November 4, 2002, authorizes and sets forth a clean up plan for the Site. This Action Memorandum

determined that conditions at the Site present an imminent and substantial endangerment to public health, welfare or the environment through direct contact, ingestion and inhalation.

5. In performing response action at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that Settling Parties and Settling Federal Agency are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and that Settling Parties are jointly and severally liable for response costs incurred and to be incurred at the Site, and that the Settling Federal Agency is severally liable for response costs incurred and to be incurred at the Site.

7. EPA, Settling Parties and the Settling Federal Agency recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties and Settling Federal Agency in accordance with this Agreement do not constitute an admission of any liability by any Settling Party or Settling Federal Agency. Settling Parties and Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

8. This Agreement shall be binding upon EPA and the Settling Federal Agency and upon Settling Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. STATEMENT OF PURPOSE

9. By entering into this Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Parties and the Settling Federal Agency to make a cash payment, which includes a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and under Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site as provided in the Covenant by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX and as provided in the Covenant Not to Sue by Settling Parties in Section X.

V. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

f. "Owner" shall mean Mr. George Holmes, and Sheffield Estates LLC.

g. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

h. "Parties" shall mean EPA, Settling Parties and Settling Federal Agency.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

k. "Settling Federal Agency" shall mean the United States Defense Logistics Agency.

l. "Settling Parties" shall mean those parties identified in Appendix A.

m. "Site" shall mean the Calumet Containers Superfund Site, 3631 State Line Road, Hammond, Indiana, encompassing approximately 7.7 acres of property identified by Lake County, Indiana, tax parcel numbers 26-37-0111-0013, 26-37-0111-0015, 26-37-0111-0019, 26-37-0111-0022, 26-37-0111-0030, 26-37-0111-0031, and 26-37-0111-0032, and generally shown on the map included in Appendix B.

n. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS

11. Within 30 days after the effective date of this Agreement as defined by Paragraph 30, each Settling Party shall pay its respective settlement payment, as listed in Appendix C, to the EPA Hazardous Substance Superfund.

12. Payment by Tier 1 and 2 Settling Parties shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by EPA Region 5, and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID # 0566, and the EPA docket number for this action. Payments by Tier 3 and 4 Settling Parties shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID # 0566, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency - Region 5
P.O. Box 371531
Pittsburgh, PA 15251-7531

At the time of payment, each Settling Party shall also send notice that payment has been made to:

U.S. Environmental Protection Agency - Region 5
Attn.: Sally Jansen
Emergency Enforcement and Support Section, SE-5J
77 West Jackson Boulevard
Chicago, Illinois 60604

Such notice shall reference the EPA Region and Site/Spill ID # 0566 and the EPA docket number for this action.

13. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the Calumet Containers Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in

connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

13.1. As soon as reasonably practicable after the effective date of this Agreement, and consistent with Paragraph 13.1(a)(iii), the United States, on behalf of the Settling Federal Agency, shall:

(a)(i). Pay to the EPA its respective settlement amount as listed in Appendix C.

(a)(ii). The total amount to be paid by the Settling Federal Agency pursuant to Paragraph 13.1(a)(i) shall be deposited by EPA in the Calumet Containers Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

(a)(iii). If the payment to EPA required by this Paragraph 13.1(a)(i) is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

13.2. The Parties to this Agreement recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VII. FAILURE TO MAKE PAYMENT

14. If any Settling Party fails to make full payment within the time required by Paragraph 11, that Settling Party shall pay Interest on the unpaid balance. In addition, if any Settling Party fails to make full payment as required by Paragraph 11, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(I) of CERCLA, 42 U.S.C. § 9622(I), for failure to make timely payment.

VIII. COVENANT BY EPA

15. Covenant Not to Sue Settling Parties by EPA. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. 6973, with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII

(Failure to Make Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

15.1. Covenant for Settling Federal Agency by EPA. Except as specifically provided in Section IX (Reservation of Rights by EPA), EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all payments required by Section VI (Payment of Response Costs). This covenant is conditioned upon the satisfactory performance by Settling Federal Agency of its obligations under this Consent Agreement. This covenant extends only to the Settling Federal Agency and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

16.1 EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties and the Settling Federal Agency with respect to all matters not expressly included within the Covenant by EPA in Paragraph 15 and the Covenant for Settling Federal Agency by EPA in Paragraph 15.1. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Parties and EPA reserves and this Agreement is without prejudice to, all rights against the Settling Federal Agency, with respect to:

- a. liability for failure of Settling Parties or Settling Federal Agency to meet a requirement of this Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Parties' or Settling Federal Agency's ownership or operation of the Site, or upon Settling Parties' or Settling Federal Agency's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Agreement by Settling Parties or Settling Federal Agency; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

16.2. Notwithstanding any other provision of this Agreement, EPA reserves, and this Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel each Settling Party, except those

described in Paragraph 16.4; and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agency:

- (a). to perform further response actions relating to the Site, or
- (b). to reimburse the United States for additional costs of response if, subsequent to the effective date of the Agreement:
 - (i) conditions at the Site, previously unknown to EPA, are discovered, or
 - (ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the response action is not protective of human health or the environment.

16.3. For purposes of Paragraph 16.2, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the effective date of this Agreement and set forth in the November 4, 2002, Action Memorandum, the administrative record supporting the Action Memorandum, the post-Action Memorandum administrative record, or in any information received by EPA prior to the effective date of this Agreement.

16.4. The EPA reservations, set forth in Paragraph 16.2, shall not apply to those Settling Parties and Settling Federal Agency whose total payment, identified in Appendix A under the Column "Total Payment Amount Due Within 30 days of Entry," includes a specific payment under the Column "Premium Payment to Cover Risks from Unknown Conditions" as part of the total payment.

17. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Agreement.

X. COVENANT NOT TO SUE BY SETTLING PARTIES

18. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Indiana and Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 23 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 16, but only to the extent that Settling Parties' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

20. Settling Parties agree not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

21. Except as provided in Paragraph 20, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. The Parties agree that Settling Parties and the Settling Federal Agency are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or by any other person. The "matters addressed" in this Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Agreement (except for claims for failure to comply with this Agreement), in the event that EPA asserts rights against Settling Parties or the Settling Federal Agency coming within the scope of such reservations.

23. In any subsequent administrative or judicial proceeding initiated by EPA, or the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties and the Settling Federal Agency shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by EPA, or the United States on behalf of EPA, in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant by EPA set forth in Section VIII.

XII. SITE ACCESS

24. Commencing upon the effective date of this Agreement, Owner Settling Parties agree to provide EPA and its representatives and contractors access at all reasonable times to the Site and to any other property owned or controlled by Owner Settling Parties to which access is determined by EPA to be required for the implementation of this Agreement, or for the purpose of conducting any response activity related to the Site, including but not limited to:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to EPA;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site;

25. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. CERTIFICATION

26. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not, except for duplicate copies, altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site, since notification of this Agreement to settle potential liability by the United States and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

27. The United States acknowledges that the Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIV. INTEGRATION/APPENDICES

28. This Agreement and its appendices constitute the final, complete and exclusive Agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: Appendix A contains the list of Settling Parties; Appendix B is the map of the Site; and Appendix C contains the schedule of required settlement payments.

XV. PUBLIC COMMENT

29. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

XVI. EFFECTIVE DATE

30. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 29 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: Richard C. Karl
Richard C. Karl
Superfund Division Director

6-18-06

Date

In the Matter of: Calumet Containers Superfund Site
CERCLA Section 122(h)(1) Cashout Agreement

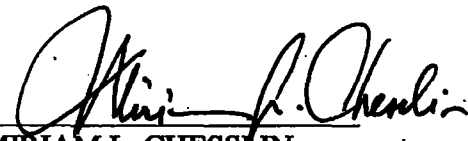
U.S. Department of Justice

By: 
SUE ELLEN WOOLDRIDGE

Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

9-11-06

Date

By: 
MIRIAM L. CHESSLIN

Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

9/15/06

Date

APPENDIX A

IN THE MATTER OF: Calumet Containers Superfund Site Hammond, Lake County, Illinois

SETTLING PARTIES

**Total Payment Amount Due Within 30 Days of Entry
Premium Payment to Cover Risks From Unknown Conditions (Settlement Option 2)**

Alden & Ott Printing Ink Co.

American Can Company

American Steel Foundries

Ashland Chemical

Bee Chemical Company (aka Universal Color Dispersions) a Rohm and Haas Company

Bretford Manufacturing, Inc.

Caterpillar Inc.

Central Ink Corporation

Davies Imperial Coatings, Inc.

MediaNews Group, Inc., for its subsidiary, The Denver Post Corporation

Dober Chemical Corp.

R.R. Donnelley & Sons Company, including Moore Wallace Hillside Printing, Wallace Press

Wyeth, on behalf of Dupli-Color Products Company

E. I. DuPont de Nemours and Company

Edwards & Deutsch Lithographing Co., Inc.

Elgin, Joliet and Eastern Railway Company

Flint Ink Corporation

Ford Motor Company

Georgia-Pacific Corporation/Will County Press

The Glidden Company (formerly Glidden Coatings & Resins, division of SCM Corporation) and including successor to the liability, MHC Inc., a subsidiary of Millennium Chemicals, Inc.

City of Hammond, Indiana

Lee Enterprises, Inc. f/d/b/a The Hammond Times

Harris-Hub Company, a division of Dresher, Inc.

Illinois Bronze Paint Company
Indiana Harbor Belt Railroad Company
International Truck and Engine Corp. (f/k/a International Harvester)
BASF Corporation/International Print Ink Corp
Kell Chemical, Division of Ferro Corporation
Kohl & Madden Division of Sun Chemical Corporation
The Lehigh Press, Inc. (Lehigh Cadillac)
The Dow Chemical Company on behalf of Mortell
National Can Company (Rexam Beverage)
Tomkins Industries, Inc. (fka Phillips Industries, Inc.)
Poole Bros./Primerica Corp./American Can Company
Rand McNally & Company
Service Web Offset Corporation
Sheffield Estates, LLC/Zeman Manufactured Home Communities
The Sherwin-Williams Company
Honeywell International, Inc., on behalf of Sinclair & Valentine
Sequa Corporation (fka Sun Chemical)
Brenntag Great Lakes, LLC, successor to Tab Chemicals
Thermark (Avery)
Thrall Car Mfg.
Union Tank Car Company
United States Steel Corporation
The Valspar Corporation on behalf of itself and Roto Ink
W. C. Richards Company
Quebecor World KRI Inc., f/k/a Krueger Ringier, Inc., f/k/a W. F. Hall Printing Company, on behalf of itself and those entities described by the United States as "W. F. Hall Printing" and "W. F. Hall Printing Co." and on behalf of Chicago Rotoprint Company, a wholly owned subsidiary of W. F. Hall Printing Company.
Chevron Environmental Management Company for itself and on behalf of Union Oil Company (W. H. Barber Company)
Moen Incorporated (Western Cold Drawn Steel)

APPENDIX B

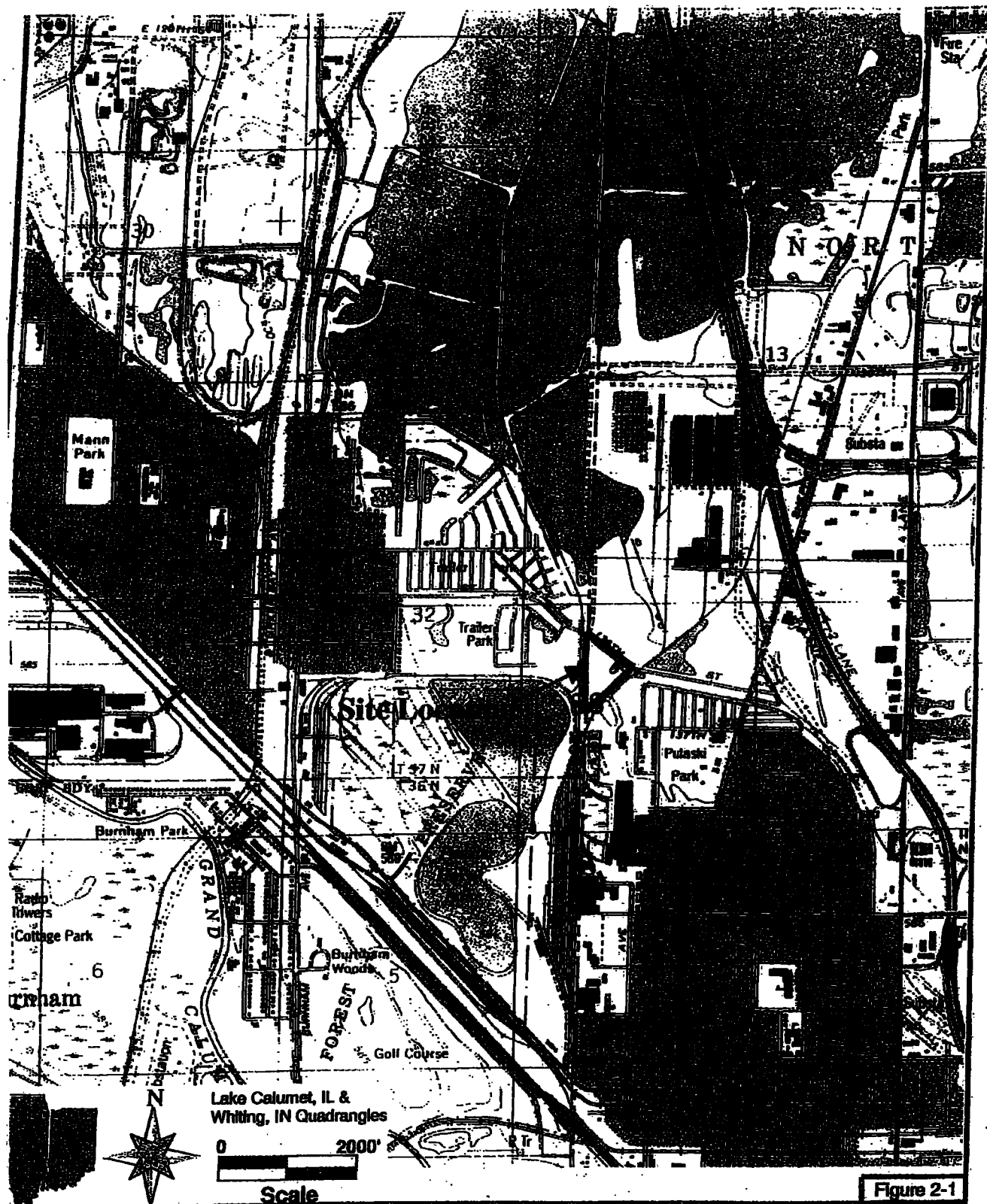


Figure 2-1

WESTON
MANAGERS DESIGNERS/CONSULTANTS

750 E. Bunker Ct.
Suite 500
Vernon Hills, Illinois
60061

TOPOGRAPHICAL SITE LOCATION MAP
CALUMET CONTAINER SITE
Hammond, Lake County, Indiana and Cook County, Illinois

APPENDIX C

CALUMET CONTAINER SUPERFUND SITE PROPOSED PRP SETTLEMENTS

(Jan. 29, 2006 rev.)

RANK	POTENTIALLY RESPONSIBLE PARTY	PRP'S CONTAINERS BY CAPACITY IN GALLONS*	SETTLEMENT OPTION 1	SETTLEMENT OPTION 2
1	Sun Chemical	18,016,000	191,667	239,583
2	Donnelley, R.R.	9,180,800	191,667	239,583
3	McGee Brothers	9,152,000	191,667	239,583
4	Valapar/Roto Ink	7,078,500	191,667	239,583
5	Niles Chemical Paint Co.	5,720,000	191,667	239,583
6	John Jagiella		191,667	239,583
	TIER ONE TOTAL	47,147,100	1,150,002	1,437,498
7	Sherwin-Williams	3,884,000	69,000	86,250
8	Mortell (Dow Chemical: Kankakee & Ford)	3,386,350	69,000	86,250
9	Hammond Solvents	3,146,000	69,000	86,250
10	Mail Printing, W.F.	2,800,000	69,000	86,250
11	Glidden Paint and Resins	2,574,000	69,000	86,250
12	American Color Type	2,498,000	69,000	86,250
13	Sinclair Valentine	1,873,100	69,000	86,250
14	Tab Chemicals	1,573,000	69,000	86,250
15	Barber Oil	1,544,400	69,000	86,250
	TIER TWO TOTAL	22,856,850	621,000	776,250
16	American Can	924,000	10,147	12,684
17	Magruder Color	825,000	10,147	12,684
18	Standard T Chemical (Montgomery Ward)	702,000	10,147	12,684
19	Torco	693,000	10,147	12,684
20	Flint Ink	660,000	10,147	12,684
21	U.S. Steel	660,000	10,147	12,684
22	Youngstown Sheet & Tube (nka LTV)	660,000	10,147	12,684
23	Bee Chemical	630,000	10,147	12,684
24	Kirchheimer Brothers	504,000	10,147	12,684
25	Uniroyal	404,250	10,147	12,684
26	American Steel Foundries	396,000	10,147	12,684
27	Cuneo	396,000	10,147	12,684
28	Caterpillar	385,000	10,147	12,684
29	Central Ink (formerly CEB)	380,000	10,147	12,684
30	International Printing Ink Co	364,650	10,147	12,684
31	Illinois Bronze Paint	363,000	10,147	12,684
32	Fawcett-Haynes	360,000	10,147	12,684
33	Thermark (Avery)	346,500	10,147	12,684
34	Elgin Joliet & Eastern RR	330,000	10,147	12,684
35	Ashland Chemical (2 facilities)	323,125	10,147	12,684
36	Thrall Car Mfg.	321,750	10,147	12,684
37	National Can (Rexam Beverage)	253,990	10,147	12,684
38	Crawford Labs	231,000	10,147	12,684
39	Advance Process Supply	198,000	10,147	12,684
40	Aldens	198,000	10,147	12,684
41	Indiana Harbor Belt RR	198,000	10,147	12,684
42	Union Tank Car	181,500	10,147	12,684
43	Sinclair & Carol	165,000	10,147	12,684
44	Edwards & Deutsch	162,000	10,147	12,684
45	Poole Brothers	156,750	10,147	12,684
46	Gorr, Carl	140,000	10,147	12,684
47	Barker Chemical	137,500	10,147	12,684
48	Service Offset	120,000	10,147	12,684
49	Continental Colors	115,500	10,147	12,684
	TIER THREE TOTAL	12,885,515	345,000	431,250

*Metric shares are based on the number and capacity of containers sent to the Site by PRPs whose transactions are described in John Jagiella's Aug. 29, 1989 report. The unit of measure for all PRPs is capacity of containers, not volume of waste.

APPENDIX C

CALUMET CONTAINER SUPERFUND SITE PROPOSED PRP SETTLEMENTS

(Jan. 29, 2008 rev.)

RANK	POTENTIALLY RESPONSIBLE PARTY	PRP's CONTAINERS BY CAPACITY IN GALLONS*	SETTLEMENT OPTION 1	SETTLEMENT OPTION 2
50	DuPont	99,000	3,382	4,228
51	Vulcan Mold	89,375	3,382	4,228
52	Lehigh Cadillac	82,500	3,382	4,228
53	Jordan Paint	65,625	3,382	4,228
54	Denver Post	62,700	3,382	4,228
55	Hammond, City of, IN	56,525	3,382	4,228
56	Western Cold Drawn Steel (Moen)	55,000	3,382	4,228
57	Davies Imperial Coatings	53,660	3,382	4,228
58	Will County Press (Georgia Pacific)	52,500	3,382	4,228
59	Dupli-Color (American Home Products)	32,500	3,382	4,228
60	U. S. Army	30,250	3,382	4,228
62	Ford Motor Company	27,500	3,382	4,228
63	Regensteiner	24,300	3,382	4,228
64	Kohl & Madden	20,000	3,382	4,228
65	Bethlehem Steel	12,155	3,382	4,228
66	Bretford Mfg	10,630	3,382	4,228
67	Interlake, Inc. (Acme Steel subsidiary)	9,900	3,382	4,228
68	International Harvester (WI Steel; Navistar)	6,105	3,382	4,228
69	Henco Enterprises	5,060	3,382	4,228
70	Kell Chemical, Ferro Corp.	3,575	3,382	4,228
71	Hammond Times	1,650	3,382	4,228
72	Midwest Recycling Corp.	1,320	3,382	4,228
73	Hyon Waste	1,100	3,382	4,228
74	Harris-Hub	825	3,382	4,228
75	Cross, James	220	3,382	4,228
76	Armstrong		3,382	4,228
77	Dober Chemical		3,382	4,228
78	Phillips Industries		3,382	4,228
79	Premier Paint		3,382	4,228
80	Rand McNally		3,382	4,228
81	Richards, W.C.		3,382	4,228
82	Holmes, George		3,382	4,228
83	Sheffield Estates, LLC		3,382	4,228
	TIER FOUR TOTAL	803,975	111,618	139,522
	TOTAL ALL PRPS & ALL TIERS	83,693,440	2,227,620	2,784,520

Volumetric shares are based on the number and capacity of containers sent to the Site by PRPs whose transactions are described in John Jagiella's Aug. 29, 1989 affidavit. The unit of measure for all PRPs is capacity of containers, not volume of waste.